



OP Financial Group's General Terms and Conditions for Payment Transaction Services Corporate and institutional customers

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I Scope of application

These terms and conditions apply to Payment Transaction Services offered to customers other than consumers. The special, Service-specific section of the terms and conditions shall apply only to the extent that the Bank and the

Customer have concluded an agreement on the use of the Service in question.

In the event of any discrepancy or inconsistency between the sections of the terms and conditions, the special,



Service-specific section pertaining to the Service in question shall prevail.

Where the Customer concludes an agreement for one or more Services and accepts these terms and conditions, these new terms and conditions shall also apply to those Services already used by the Customer, superseding the terms and conditions previously in force.

The provisions governing disclosure of information prior to the conclusion of an agreement and during a contractual relationship laid down in the Finnish Payment Services Act and other laws shall not apply to contractual relationships within the scope of application of these terms and conditions, unless otherwise stipulated below.

II Common section

1 Definitions

Schedule Attachment means an attachment that determines the file-specific commencement date for the execution of a Payment Order.

Material Handler means a party (e.g. an accounting firm) authorised by the Customer to manage the Customer's Payment Transaction Services. A Material Handler shall not be deemed to constitute a Subcontractor of the Bank.

Subcontractor means a legal person contracted by the Bank to supply materials, perform work or attend to other matters governed by an agreement, but who does not have an agreement with the Customer.

Customer means an entrepreneur or a legal person who concludes an agreement for a Service with the Bank. The stipulations below of these terms and conditions pertaining to the Customer shall, to the appropriate extent, also apply to User ID Holders.

Digital Services mean Corporate eServices, OP eServices for small corporate and institutional customers, the digital service channel for corporate customers, the Cash Management Service, Web Services, OP Business mobile, OP Corporate Hub or another electronic transaction service offered by the Bank.

International Sanctions mean sanctions, financial penalties, export or import bans, trade embargoes or other restrictions imposed, administered, approved or executed by the Finnish Government, the United Nations, the European Union, the United States of America, the United Kingdom or their competent authorities or governing bodies, as well as administrative asset-freezing measures imposed by the Finnish National Bureau of Investigation.

Third Party means a party other than the Customer or an OP Financial Group company or entity.

Consumer means a natural person who uses a Service and concludes an agreement mainly for a purpose other than their business.

Payment Transaction Services mean services related to payment and account information available via a Digital Service.

Payment Transaction means a procedure whereby funds are transferred, withdrawn or made available, with the exception of transactions related to deposit interest crediting. Examples of Payment Transactions include credit transfers, cash withdrawals and SEPA direct debit.

Payment Order means an order given by a Payment Service user to their bank to enable the execution of a Payment Transaction in the form of a credit transfer, a money order or a cash payment or by means of a payment card or another payment instrument. The execution of a Payment Order shall consist of all the steps to be taken by the Service Provider to process the order and transmit the payment.

Payment Services mean services related to the management and provision of payment accounts and the execution of Payment Transactions.

Other Service Provider means an OP Financial Group company or entity.

OP Financial Group means a cooperative financial services group formed by independent OP cooperative banks and the Group's central cooperative with its subsidiaries. OP Financial Group is made up of an amalgamation within the meaning of the Finnish Act on the Amalgamation of Deposit Banks, and the rest of OP Financial Group. The amalgamation is formed by the central cooperative, i.e. OP Cooperative, companies belonging to its consolidation group, the central cooperative's member credit institutions and companies belonging to the consolidation groups of such institutions, as well as credit institutions, financial institutions and service companies in which the aforementioned institutions jointly hold more than half of the voting rights.

Bank means an OP Financial Group member bank with which the Customer has concluded an agreement.

Banking Day means a day on which the Bank is open for business so as to be able to execute Payment Transactions.

Service means Digital Services and Payment Transaction Services.

Service Provider means an OP Financial Group member bank with which the Customer has concluded an agreement.

User ID means a user-specific tool or method or a combination of the same such as a username, a password or Mobile key or a Web Services certificate and key pair.

User ID Holder means a person authorised to use a Service, to whom either the Bank or the Customer has given a User ID.



2 Entry into force and duration of agreements

An agreement shall enter into force as soon as the Customer and the Bank have signed the same and the Bank has approved an application filed by the Customer via a Digital Service. The Bank shall have the right to require that a decision made by the Customer's competent body on the conclusion of the agreement be sent to the Bank.

The Bank shall allow a reasonable period of time for the deployment of each Service.

Agreements shall be valid indefinitely unless otherwise agreed.

3 Service charges and fees

The Bank reserves the right to collect and to debit the Customer's account for service charges and fees for Payment Transactions, file transfers and the use of Services based on the Bank's latest list of service charges and fees or as separately agreed with the Customer. The Customer shall ensure that the designated account has sufficient funds to pay for such charges and fees. The latest list of service charges and fees shall be kept available at the Bank's branches.

If an account has insufficient funds for debiting the Bank's charges and fees, the account holder shall pay the Bank and the Bank shall have the right to collect, from funds deposited into the account at a later date, the amount of penalty interest due on the Bank's receivable, a charge for sending a reminder letter, and other applicable collection charges and fees. Charges and fees may also be debited from other accounts held by the Customer. Penalty interest shall be charged at the latest confirmed reference interest rate within the meaning of section 12 of the Finnish Interest Act plus fifteen (15) percentage points.

4 Communication between the Bank and the Customer

4.1 Bank notifications

The Bank shall use a Digital Service to send or make available to the Customer notifications of any material changes to agreements and the terms and conditions thereof, as well as all other notifications based on the agreement and replies to any customer complaints.

If the Customer has no agreement for the use of Digital Services with the Bank or if the Bank cannot use a Digital Service to send messages or make them available to the Customer, the Bank shall send said messages by post to the address obtained by the Bank from the relevant registration authority or the Business Information System, or to another address agreed with the Bank.

The Bank shall have the right to communicate other changes as referred to in the second paragraph of clause

12 below as well as other changes to service charges and fees via its branches and Digital Services.

Reporting Payment Transactions

The Bank shall report Payment Transactions in the manner specified in the relevant account agreement or other Payment Service agreement.

Date of receipt of information

Where the Bank makes information or a notification available to the Customer via a Digital Service, or sends the same to the aforementioned address, the Customer shall be regarded as having received said information or notification immediately.

4.2 Contacts with the Bank

The Customer may contact the Bank by sending a customer message via a Digital Service, by visiting any of the Bank's branches in person, or by telephoning the Bank, with the following exceptions:

- Lost/stolen User IDs shall be reported using the Deactivation Service available at op.fi. No other reports may be filed via the Deactivation Service. The Bank shall ignore any reports filed other than those related to lost/stolen User IDs.
- The Customer may not give the Bank any orders, authorisations or instructions in the form of a customer message via a Digital Service.

Language for transactions

The Customer may communicate with the Bank in Finnish or Swedish depending on the resources available and the branch, service channel or Service in question, unless otherwise separately agreed with the Customer. If the Customer wishes to use a language other than Finnish or Swedish, they shall be liable for any expenses incurred from having to obtain and use an interpreter.

5 Information required by the Bank

The Customer shall be responsible for providing the Bank with true and correct information and shall be liable for any loss that may be caused by the Customer's having provided the Bank or Other Service Provider with incomplete or incorrect information. The Bank or Other Service Provider shall be under no obligation to verify or supplement the information provided.

The Customer shall provide the Bank with their name, personal identity code and/or business ID, postal address, telephone number and home town. The Customer shall notify the Bank of any changes in the aforementioned information in order for the Bank to be able to verify, in the event of unusual activity, the authenticity of the Customer's use of a Service or order given, or a message sent by the Customer.



The Customer shall provide the Bank with an up-to-date extract from the relevant public register if the information held in the register changes.

Where the aforementioned information is already in the Bank's possession, the Bank may use the information held in its customer data file.

Where the Customer has authorised the sending of information subject to bank secrecy by SMS or email, the Customer shall notify the Bank of any change in the Customer's telephone number or email address, in order to be able to continue receiving messages.

The Customer shall immediately inform the Bank in writing of any authorisations to use their Services and of any material changes related to the use of the Services as well as to the handling of data and orders specified in the relevant agreement. The Bank shall allow a reasonable period of time for updating the information as reported by the Customer.

The Customer shall provide the Bank with their financial statements, notes included, within 30 days of the completion date of the financial statements within the meaning of the Finnish Accounting Act. In addition, the Customer shall provide the Bank with their interim accounts or similar reports as soon as they are completed and so that the Bank receives the Customer's financial information at intervals of no more than six (6) months, and other information on the Customer's financial position upon request or as agreed.

6 User IDs

The use of a User ID shall be equivalent to a signature of the Customer's representative, and all orders given, messages sent, applications submitted and agreements concluded using User IDs shall be binding on the Customer in relation to the Bank or Other Service Provider. Where the Customer uses their User ID to authorise a Payment Transaction, they shall be deemed to have authorised the execution of the Payment Transaction.

The Customer shall be bound by, and responsible for, any and all measures taken by the Customer's employees or other User ID Holders through the use of their User IDs.

The Customer shall ensure that Services are used in accordance with these terms and conditions and any Service-specific instructions.

6.1 Customer's responsibility for their User ID

The Customer shall carefully store their User ID so that no unauthorised party can gain access to the same. The components of any multi-part User IDs shall be kept separate from one another and the Customer shall follow the Bank's instructions when handling the same.

The Customer shall be responsible for ensuring that User ID Holders have the right to use the Service in question. The Customer shall also be responsible for ensuring that

their employees or other User ID Holders are aware of these responsibilities and the terms and conditions and any instructions for use related to each Service.

If a User ID is lost or falls into the hands of an unauthorised party or if a User ID Holder or the Customer suspects that a User ID has fallen into the hands of such a party, they must make sure that the loss of the User ID is immediately reported to the Bank in order to prevent unauthorised use of the Service in question. Such reports shall be filed using the Deactivation Service available at op.fi.

The Customer shall be responsible for any and all transactions executed using their User ID and for any loss that may arise from such transactions, until the Bank has received a report on the loss of a User ID or its having fallen into the hands of an unauthorised party.

The Customer shall, in any case, always be liable for any unauthorised use of their User ID if the Customer or a User ID Holder has intentionally filed a false report or otherwise acted with fraudulent intent.

6.2 The Bank's right to deactivate a User ID

The Bank shall have the right to deactivate a User ID and prevent the use of the same if

- 1 the security of the User ID has been compromised;
- 2 there is reason to suspect that the User ID is being used in an unauthorised manner or with fraudulent intent; or
- 3 the User ID entitles its holder to use credit, and there is a significantly heightened risk that the debtor will fail to fulfil their repayment obligation.

The Bank shall inform the Customer of the deactivation of their User ID primarily by calling the telephone number provided to the Bank. Where the above fails, the Bank shall notify the Customer about the deactivation in writing as per clause 4.1 of these terms and conditions.

7 Required hardware, software and internet access, and the Customer's responsibilities

The Customer shall be responsible for ensuring that they have the hardware, software and internet access required to use their Services, for the performance and security of the same as well as for any operating and maintenance costs. The Bank shall not be responsible for the compatibility of the Services with the hardware, software, settings, systems or user interfaces acquired by the Customer. The Customer shall pay their own telecommunications expenses.

The Customer and the Bank shall be severally responsible for ensuring that the data security of their respective information systems and the data transferred between the Bank and the Customer is organised in an appropriate



manner. Faults or errors may occur in the Bank's information systems, which the Bank shall report via its Digital Services.

Where the Bank detects a threat to data security posed by data received from the Customer, the Bank shall have the right to examine the data in question with respect to the data security threat or to instruct an external data-security expert to examine the data.

The Customer shall be responsible for the security of the computers and other equipment they use and for any related expenses with respect to, for instance, their firewall, anti-virus software, and important updates.

The Bank shall not accept liability for any damage or loss caused to the Customer as a result of data being lost or corrupted in a public data network or a network owned, managed or used by the Customer under any agreement.

The Bank shall be under no obligation to provide the Customer with technical support or maintenance services, unless otherwise agreed.

8 The Bank's right to suspend the use of a Service

The Bank shall have the right to suspend the use of a Service, to restrict access thereto, or to choose not to execute an order submitted to the Bank or handle data sent to the Bank

- during software updates, maintenance or servicing and repairs;
- during power failures and service downtime of electronic communication systems;
- if the Customer, the Customer's hardware or software, systems or internet settings on the Customer's computer cause disruption or if the security of use of the Service is compromised for this or some other reason;
- in order to protect Customers and users against security or data security risks;
- by virtue of law or an official regulation;
- if the Bank has a justified reason to suspect that the Service is being used for any illegal activity or in a manner that may cause loss or damage or the risk of loss or damage to the Bank, the Customer or a Third Party;
- if the Customer acts contrary to law or good practice, or is in material breach of the terms and conditions applicable to the Service or the associated instructions for use;
- if the Customer is being placed in bankruptcy or liquidation, is subject to financial restructuring or other insolvency procedure, files for composition, or is in default of payments;
- if the Customer relocates to another country; or
- if the Customer or an entity belonging to the Customer's group of companies or over which the

Customer exercises de-facto control, a party with direct or indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, an authorised signatory or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them.

The Bank shall endeavour to provide reasonable advance warning of any known suspension of its Services. The Bank shall not be liable for any direct or indirect losses caused by such suspension.

9 Complaints

Where the Customer detects a potential error or problem related to a Service, they shall contact the Bank to troubleshoot and fix said error or problem.

Any complaints and claims regarding Services and Payment Services shall be filed, in an itemised format, with the Bank in writing as soon as an error or loss/damage has been detected, but no later than three (3) months after the date of the occurrence of the loss/damage and, with respect to Payment Transactions, of the date on which the account was debited or refunded. Unless such a complaint has been filed within the time period stipulated above, the Bank shall bear no responsibility for the occurrence detected and the Customer shall have no right to claim damages in this respect.

10 Limitation of liability for damages

The Bank's liability towards the Customer shall be limited to any direct loss caused by the Bank's breach of the Finnish Payment Services Act or these terms and conditions. Such direct losses shall include interest loss, service fees charged by the Bank and any necessary expenses incurred by the Customer in their efforts to have the breach or negligence remedied.

The Customer must take any reasonable steps necessary to mitigate losses. If the Customer fails to do this, they shall be liable for the loss in this respect. Damages payable by the Bank for breach of either the Finnish Payment Services Act or an agreement may be adjusted if the amount is unreasonable in view of the reason for the breach, any contributory negligence on the part of the Customer, the amount of consideration paid for the Payment Service in question, the Bank's chances of foreseeing the loss and preventing the same, and any other relevant circumstances.

Under no circumstances shall the Bank have liability towards the Customer for any indirect or consequential losses, such as loss of income or profits, or for other similar losses unless otherwise expressly agreed.



11 Other limitations of liability

The Bank shall not be liable for any costs incurred by the Customer as a result of the Customer's submitting an inaccurate order or submitting the same order more than once.

In no respect shall the Bank be liable for the actions of a Third Party or a Material Handler or for the content or usability of any information, products or services supplied by the same. The Bank, not being a party to agreements between the Customer and Third Parties, shall not be responsible for the fulfilment of such agreements and the terms and conditions thereof.

12 Changes to agreements, the terms and conditions thereof and charges and fees

12.1 Changes to agreements and the terms and conditions thereof

The Bank shall inform the Customer of any change that reduces their rights or increases their obligations that is not due to a legislative amendment or an official decision, in accordance with clause 4.1. Such changes shall take effect no earlier than one (1) month after the date on which notification of the same was sent. The agreement shall remain in force subject to the changes made unless the Customer terminates the agreement prior to the entry into force of the changes. The Bank shall not charge the Customer for any expenses incurred by the Bank due to such termination.

Changes that do not substantially increase the Customer's obligations or substantially reduce their rights or that are due to a legislative amendment, an official decision, or changes in payment systems, shall come into effect upon the Bank's providing notification of such changes by making them available to the Customer at the Bank's branches or via its Digital Services. Such changes shall take effect on a date indicated by the Bank. The agreement shall remain in force subject to the changes made unless the Customer terminates the agreement prior to the entry into force of the changes.

12.2 Changes to service charges and fees

Introduction of new charges or fees

The Bank shall notify the Customer as stipulated in clause 4.1 above of any changes resulting in a new charge or fee being added to an agreement that is not included in the list of service charges and fees on the date of signing the agreement and that is not due to a legislative amendment or an official decision. Such changes shall take effect and the Bank shall have the right to collect such new charges or fees no earlier than one (1) month after the date on which notification of the same was sent. The agreement shall remain in force subject to the changes made unless the Customer terminates the agreement prior to the entry

into force of the changes. The Bank shall not charge the Customer for any expenses incurred by the Bank due to such termination.

Other changes in charges and fees

The Bank shall inform the Customer of any increase in a charge or a fee included in the list of service charges and fees, and of any inclusion of a new charge or fee in their agreement due to a legislative amendment or an official decision by publishing a new list of service charges and fees at its branches. The Bank shall communicate such changes via its branches and Digital Services. Changes to the list of service charges and fees shall take effect no earlier than one (1) month after the publication of the new list of service charges and fees.

The agreement shall remain in force subject to the changes made unless the Customer terminates the agreement prior to the entry into force of the changes.

13 Termination of an agreement

Unless otherwise stipulated in the agreement in question or in the special, Service-specific section, the Customer shall have the right to terminate any agreement that is in force indefinitely, either in its entirety or in respect of a specific Service with immediate effect. The Bank shall reserve a reasonable period of time for itself to terminate the Services and any related orders.

The Bank shall have the right to terminate any agreement that is in force indefinitely either in its entirety or in respect of a specific Service at one month's notice, unless a longer term of notice has been specified in the agreement. The Bank shall send the Customer a notice of termination as stipulated in clause 4.1 of these terms and conditions. Any notice of termination applying to a Digital Service shall be given to the Customer in writing or, if expressly agreed, electronically.

If the Customer has not used a Service for two (2) years, the Bank may deem the part of the agreement pertaining to said Service to have terminated without a separate notice of termination.

14 Cancellation of an agreement

The Bank shall have the right to suspend a Service and to cancel the applicable agreement in its entirety or in respect of the Service in question with immediate effect, if

- the Customer has materially breached their contractual obligations or the instructions for use,
- the Customer is removed from a public register,
- the Customer permanently relocates to another country,
- the Customer uses the Service contrary to its intended purpose, the law or good practice, or
- the Customer or an entity belonging to the Customer's group of companies or over which the Customer exercises de-facto control, a party with direct or



indirect ownership of the Customer, a member of the Board of Directors, CEO or director or, to the best of the Customer's knowledge, an employee, authorised signatory, or another representative of such an entity is subject to International Sanctions or acts on behalf of a private or legal person subject to such sanctions, or does not comply with the International Sanctions applied to them.

The Bank shall send the Customer a notice of cancellation as stipulated in clause 4.1 of these terms and conditions. Any notice of cancellation applying to a Digital Service shall be given to the Customer in writing or, if expressly agreed, electronically.

15 Impact of the end of an agreement

Upon the end of an agreement, all charges and fees applicable to the Service in question shall fall due for payment immediately. The Customer shall pay a user fee for the Service in, or a monthly fee for, the month in which the agreement ends, if such fees are charged for said Service. Any charges and fees paid in advance by the Customer shall not be refunded in so far as they apply to the time after the end of the agreement.

After the end of an agreement, the Customer shall remain responsible for any orders placed and transactions executed via the Web Services channel and other channels before the end of the agreement. The Bank shall have the right to complete any orders placed before the end of the agreement unless they are separately cancelled, as described in the terms and conditions applicable to each Service.

The Bank shall have the right to stop providing the Service in question and to deactivate any User IDs upon the end of the agreement as described above. The Service shall not be accessible thereafter.

16 The Bank's right to disclose and store information

The Bank shall have the right to disclose information concerning the Customer in accordance with the latest applicable laws.

The Bank shall have the right to store information related to the Customer's transactions, events and orders in its information systems and to record telephone conversations. The date of issue of an order, the date of filing of an application or the date of conclusion of an agreement and any other transaction details shall be verified using the information system kept, and/or telephone conversations recorded, by the Bank.

17 Force majeure

Neither party shall be liable for a loss where they can prove that they were prevented from fulfilling an obligation due to an unusual and unforeseen reason that was beyond the

party's control and the consequences of which could not have been avoided by the exercise of all due care.

The Bank shall, furthermore, not be liable for a loss where the fulfilment of a contractual obligation would be against obligations laid down for the Bank elsewhere in law.

The parties shall notify each other of a force-majeure circumstance as soon as possible. The Bank may choose to announce force-majeure circumstances in national daily newspapers or at op.fi.

18 Intellectual property rights

Title, copyrights, trademark rights and all other intellectual property rights to any material, text, images, software and other elements and content contained within, and made available through, the Services shall belong to the Bank and/or Other Service Provider unless otherwise expressly agreed in writing. The Customer shall have the right to use the Services only in their own operations during the term of the agreement and in accordance with its stipulations and restrictions. The Customer shall not have the right to assign or sub-license their contractual rights to a Third Party.

19 Personal data processing

The Bank shall process all personal data of the Customer's representatives in accordance with the latest regulations and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. The Customer and the Customer's representatives are advised to read the aforementioned information concerning data protection. The Privacy Statement and Privacy Notice are available at www.op.fi.

20 Assignment of an agreement

The Customer shall not have the right to assign an agreement to a Third Party. The Bank shall have the right to assign an agreement, including all the rights and obligations based thereupon, in full or in part, to a Third Party.

21 Other terms and conditions

If any of the clauses under an agreement are deemed invalid or null and void, the rest of the agreement shall nonetheless remain effective as is.

The Bank's failure to invoke a circumstance in accordance with an agreement or to react to an act or an omission by the other party shall not be deemed to constitute a waiver of contractual rights.

22 Applicable law, jurisdiction, regulator and out-of-court redress

All agreements shall be governed by the laws of Finland regardless of the country in which the Services are accessed.



Any disputes that may arise from an agreement shall primarily be settled by way of negotiation.

Small businesses may also submit a dispute on these terms and conditions to the Finnish Financial Ombudsman Bureau (www.fine.fi) or the Banking Complaints Board within the Bureau. Users of Payment Services may report the Bank's actions to the Finnish Financial Supervisory Authority (www.finanssivalvonta.fi).

In the event that a dispute cannot be settled by way of negotiation, it shall be referred to the Bank's local district court.

The credit and financial institutions, insurance companies, fund management companies and investment firms belonging to OP Financial Group are regulated by the Finnish Financial Supervisory Authority. The regulator's contact information is as follows: Finnish Financial Supervisory Authority, PO Box 103, 00101 Helsinki, Finland. www.fiva.fi



III Special, service specific section

1 Recurring payments

1.1 Service description

Recurring payments include, among others, wages and salaries, pension benefits, social benefits and other similar payments.

Recurring payments can be executed in the form of SEPA C2B recurring payments. A description of the protocol is included in the service description of OP Financial Group's C2B services.

1.2 Service schedules

The Bank shall process all SEPA recurring payment data received from the Customer in C2B format within the time limits specified in the service description of C2B services, so that the payment arrives at the domestic financial institution specified in the Payee's account information on the Banking Day following the due date indicated in the submitted data.

2 Money Order Service

2.1 Service description

The Money Order Service is used to transfer funds to a Payee whose account number is not known to the payer. The transfers are based on the Payee's name and postal address and their personal identity code or business ID, where said code or ID is available. The Service is designed for companies and institutions with a considerable number of refunds to Payees whose address only is known. Companies can send money orders to the Bank as C2B messages via their chosen Digital Service. The Bank debits the company's account for the payments on the due date. The Bank notifies Payees by post whenever a payment has been received, explaining that the Payee or a person authorised by them can redeem the money order in any OP Financial Group branch.

2.2 Responsibilities of the parties

The Bank shall transmit the money order payment based on the name, address and, where applicable, personal identity code or business ID provided by the Customer.

The Customer shall be responsible for ensuring that the aforementioned information provided by them is true and correct. If there is any inconsistency between the Payee name and address provided by the Customer and the personal identity code or business ID, the Bank shall transmit the money order based on the personal identity code or business ID.

The Bank shall have the right to refuse to pay a money order if it has reason to doubt whether the person withdrawing the funds is authorised to make a withdrawal.

3 E-Invoicing Service

3.1 Service description and definitions

Customer Authentication Link means a Link Created by the Service Provider that leads the Customer to a Transaction Service.

Transaction Service means an electronic transaction service used by the Customer, where the Recipient can, for example, make agreements with the Customer.

E-Invoice means an electronic invoice in the form of a Finvoice Message.

Display Archive means a service used by the Customer, where Additional Information pertaining to a Finvoice Message is archived and displayed to the Recipient.

Finvoice Message means a message within the meaning of the Finvoice practical application guide in the format described in its technical specification.

Consumer E-Invoicing Service means a service where the Recipient receives their invoices via a Digital Service.

Invoice-Specific Link means a Link Created by the Service Provider that leads the Customer's Display Archive.

Payee Notification means a Finvoice Message by which the Customer communicates their capability to send Finvoice Messages in accordance with the Consumer E-Invoicing Service or the Direct Payment Service.

Attachment Message means a message related to a Finvoice Message that contains one or more attachments that specify the data content of the invoice.

Additional Information means a document or other information related to a Finvoice Message saved in a Display Archive by the Customer.

Sender means a party that sends a Finvoice Message or on behalf of whom a Finvoice Message is forwarded to the Customer.

Sender Address means an identifier used by the Customer for sending Finvoice Messages that consists of unique Customer and Service Provider IDs.

Link Created by the Service Provider means a link from a Digital Service of the Recipient's Service Provider to a Display Archive or a Transaction Service. The link is created on the basis of information contained in the Finvoice Message and an agreement between the Display Archive and the Recipient's Service Provider.

Direct Payment Service means a service incorporated into the Finvoice forwarding service that the Recipient's Service Provider can use to receive a Direct Payment Order from the Recipient to pay their invoice on the basis of Electronic Copies of Invoices. This service allows the Recipient's Service Provider to create and send to the Bank, at the Recipient's request, a Reception Notification related to a



Direct Payment in accordance with the Direct Payment Order given by the Recipient.

Direct Payment Order means a mandate given by the Recipient to their Service Provider to send the Customer a Reception Notification of a Direct Payment and to establish an order effective until further notice for the payment of any outstanding amounts based on Electronic Copies of Invoices.

Electronic Copy of an Invoice means a Finvoice Message sent by the Customer to the Bank containing the information needed for the creation of a Payment Order.

Recipient means a party whose Recipient Address is given in a Finvoice Message. The Recipient has an agreement with their Service Provider for receiving Finvoice Messages. In the context of the Address Notification Service, the Recipient is a customer who uses a Digital Service to receive E-Invoices. In the context of the Direct Payment Service, the Recipient is a payer who has given an order to the Service Provider.

ReceiverProposal (RP) means a Finvoice Message sent by a Payee to their consumer customer proposing that they begin to use E-Invoices.

Reception Notification means a Finvoice Message sent by the Recipient via a Digital Service to communicate their willingness to receive Finvoice Messages from the Customer or to discontinue receiving Finvoice Messages. A Reception Notification can also relate to a Direct Payment Order given by the Recipient to their Service Provider.

Recipient Address means an identifier used by a recipient (Customer or Recipient) of Finvoice Messages that consists of unique recipient and Service Provider IDs.

Address Notification Service means a service complementing the Finvoice forwarding service that can be used to make Payee Notifications available to Recipients via a Digital Service and to make Recipient Addresses provided by Recipients available to Senders for invoicing purposes.

Service description

The Customer can use the E-Invoicing Service to send and receive Finvoice Messages to and from Service Providers of the Finvoice forwarding service and other operators that have concluded an agreement for the forwarding of electronic invoices with OP Financial Group. The Service is designed for electronic B2B and B2C invoicing. The E-Invoicing Service is based on the Finvoice forwarding service and subject to the Finvoice Message standard. More information about the Service is available on the website of Finance Finland at <https://www.finanssiala.fi/en/topics/digital-services-and-payments/finvoice-standard/>.

The Customer's Sender and Recipient Addresses constitute public contact information. The Bank reserves the right to publish the Customer's Sender and Recipient Addresses in a separate e-invoice address registry, such as that of

TIEKE, the Finnish Information Society Development Centre.

With respect to B2B e-invoicing, concluding an agreement for receiving and sending E-Invoices with the Bank also confirms willingness to send and receive E-Invoices. The Bank reserves the right to give the Customer's Sender and Recipient Addresses to OP Financial Group member banks or other Service Providers or their customers in order to find out about whether the Customer's business associates have the capability to send Finvoice Messages to, or receive them from, the Customer. E-invoicing can be deployed if such business associates have the required capability.

3.2 E-Invoice Reception Service

The E-Invoice Reception Service shall be provided by the Sender's bank, payment institution or e-invoicing operator within OP Financial Group's E-Invoice forwarding network, or another provider of electronic invoice forwarding services.

Terms and conditions

The Customer and the Bank shall agree on the use of the E-Invoice Reception Service and of the Recipient Address to be used for the reception of E-Invoices.

The Customer shall also agree on the use of electronic invoicing with the Sender. The Customer shall communicate their Recipient Address and any changes thereto to the Sender. The Customer shall also notify the Sender if they wish to stop receiving E-Invoices from the Sender.

The deployment of the Service or the provision of a Recipient Address shall not terminate the Customer's Payment Transaction agreements. The Customer shall, if necessary, agree on the termination of their Payment Transaction Services separately with the Bank.

Finvoice Messages may be used to receive Attachment Messages that primarily qualify as accounting records or constitute other information necessary for checking invoices. Such information may include, for example, a consignment note or a work order. The Bank shall make Attachment Messages available to the Recipient. Consumer customers shall not receive E-Invoice attachments. Between corporate customers, attachments may be included subject to certain restrictions. A list of the latest restrictions shall be kept available at [op.fi](https://www.op.fi).

The Customer may instruct the Bank to forward carbon copies of Finvoice Messages addressed to the Customer to a specific Third Party (e.g. an accounting firm) provided that said Third Party has an E-Invoice Reception Service agreement with the Bank. However, Finvoice Messages specifically mentioned in the service description may not be forwarded as carbon copies.

The Customer shall be deemed to have received a Finvoice Message when the Bank has made it available to the Customer. The Sender, the Service Provider or the Bank



shall be under no obligation to deliver an invoice that has been sent as a Finvoice Message to the Recipient in any other format.

A Finvoice Message shall be made available to the Customer no later than on the second Banking Day following the date of its arrival at the Bank.

The Bank shall keep the Finvoice Message available to the Customer for a period applied to the Digital Service in question and in any case for at least 60 days from the date on which the Finvoice Message was delivered to the Bank. The Customer shall be responsible for the processing of the Finvoice Message. The Bank shall be under no obligation to keep a Finvoice Message received by the Bank beyond the aforementioned storage time or to deliver the information to the Customer in any other format.

The Customer shall file any complaints concerning the content of Finvoice Messages and/or any related Attachment Messages directly with the Sender.

The Customer acknowledges the Bank's right to give their Recipient Address and contact information and/or their Material Handler's Recipient Address and contact information to the Service Provider and the Sender, notwithstanding bank secrecy or similar confidentiality rules.

The Bank shall, in the absence of an order, be under no obligation to take charge of the payment of an invoice delivered as a Finvoice Message or of the processing of the Finvoice Message in other respects.

The Bank shall not be responsible for any default consequences caused to the Customer as a result of the Customer's failure to accept an invoice sent as a Finvoice Message or the Customer's accepting an invoice late or with changed payment data. The Bank shall make all payments based on Finvoice Messages in the form of credit transfers, subject to the general terms and conditions of payment transmission.

The Bank reserves the right to suspend the provision of the Service due to fraud, a data security risk or a known technical fault.

Where the transmission of a Finvoice Message is prevented due to a reason attributable to the Bank, the Bank shall pay the Customer only penalty interest prescribed by law and any reasonable investigation costs. The Bank shall not be liable for any loss caused to the Sender, the Service Provider, a Material Handler or a Third Party.

The Bank shall not be liable for any loss arising from the transmission of Finvoice Messages being prevented or delayed due to a force-majeure circumstance or any unreasonable impairment of the Bank's operations resulting from a similar cause. A force-majeure circumstance encountered by the Bank or its Subcontractor shall entitle the Bank to suspend the provision of the Service.

3.3 E-Invoice Transmission Service

The E-Invoice Transmission Service shall be provided by the Recipient's bank, payment institution or e-invoicing operator within OP Financial Group's E-Invoice forwarding network, or another provider of electronic invoice forwarding services. The Service may be used to send E-Invoices, Direct Payments and paper invoices.

The Customer may use the E-Invoice Transmission Service to send Finvoice Messages related to Direct Payments. Finvoice Messages related to Direct Payments shall comprise Payee Notifications, Reception Notifications and Electronic Copies of Invoices.

The Customer shall invoice the Recipient using the Direct Payment Service in a manner agreed with the Recipient and send an Electronic Copy of the Invoice as a Finvoice Message to the Bank. The Electronic Copy of the Invoice shall be sent at the same time as the invoice is sent to the Recipient.

The Payee shall include a mention in the invoice of the fact that an Electronic Copy of the Invoice has been sent to the Recipient's Service Provider for processing. If an invoice covers several payments with different due dates, a separate copy of the invoice shall be sent for each payment to the Recipient's Service Provider via the Bank, in which case only the first copy shall be delivered at the same time with the invoice.

The Customer shall send an Electronic Copy of the Invoice and the invoice itself well in advance of the due date in order for the Service Provider to have time to process the data. The Bank and the Service Provider shall have the right to reject any Electronic Copies of Invoices that were sent too late.

If the Customer fails to send both an invoice and an Electronic Copy of the Invoice, the Customer shall have no right to present claims to the Recipient on the grounds that the invoice has not been paid.

If the Customer stops using the Direct Payment Service, they must notify the Recipient thereof.

The E-Invoice Transmission Service shall include an option of using a Printing Service provided by the relevant OP cooperative bank, enabling the sending of paper invoices. Any Finvoice Messages sent to the Printing Service must be in compliance with the Finvoice standard. The Bank reserves the right to reject messages that are not in compliance with Finvoice Message descriptions.

Terms and conditions

The Customer and the Recipient shall agree on the use of electronic invoicing. The Customer shall agree on the sending of Finvoice Messages and the Sender Address to be used for that purpose with the Bank. Finvoice Messages may also be sent by a Material Handler authorised by the Customer.



The Customer must not send Finvoice Messages to a Recipient without the Recipient's permission, or send Finvoice Messages to a Recipient who has refused to accept them.

The deployment of the Finvoice forwarding service or the provision of a Finvoice address to a Customer shall not invalidate the Recipient's other Payment Transaction Services.

The delivery of Finvoice Messages to the Bank shall be the Customer's responsibility. The Bank's responsibility for the processing of a Finvoice Message shall begin when the Bank receives the message and end when the message has been available to the Recipient for a period of two months or when the message has been forwarded to the Recipient's Service Provider.

A Finvoice Message shall be made available to the Recipient no later than on the second Banking Day following the date of its arrival at the Bank. If the Recipient uses an e-Invoicing operator for the reception of E-Invoices, a Finvoice Message shall be deemed to have been delivered to the Recipient when the message has been delivered to the Recipient's e-invoicing operator.

Either the Bank or the Service Provider may reject a Finvoice Message due to, for example, insufficient information, formal errors, or the requirements set by the Service Provider in question.

The Bank shall make available to the Customer information on Finvoice Messages that could not be forwarded. Such information on Finvoice Messages that could not be forwarded due to, for example, an incomplete Recipient Address shall be available to the Customer on the fourth Banking Day after the date on which the Finvoice Message in question was sent.

The Bank shall forward Finvoice Messages only on the basis of the Recipient Address provided by the Customer. The Customer shall receive notification of a change of Recipient Address from the Recipient. The Bank shall be under no obligation to store the Recipient Addresses of the Customer's business associates or to notify the Customer of changes in Recipient Addresses.

The Customer shall be responsible for the content, correctness and legitimacy of their Finvoice Messages. The Bank and the Recipient's Service Provider shall be severally responsible for ensuring that the content of a Finvoice Message does not change when it is in the possession of the Bank or the Service Provider.

No changes may be made to a Finvoice Message after the Bank has received it.

The Customer shall exercise due care in handling Recipient Addresses. The Customer may neither give Recipient Addresses to a Third Party nor use them for any purpose other than to forward Finvoice Messages. The Customer shall store Recipient information in accordance with good

data processing practice and in such a way that no outsiders have access to the same.

The Customer acknowledges that, for each individual Finvoice Message, the Bank or the Service Provider shall have the right to give the Customer's or their Material Handler's contact information (e.g. their business ID, name and address) to the Recipient.

Where the transmission of a Finvoice Message is prevented due to a reason attributable to the Bank, the Bank shall pay the Customer only penalty interest prescribed by law and any reasonable investigation costs. The Bank shall not be liable for any loss caused to the Recipient, the Service Provider, a Material Handler, or a Third Party.

The Bank shall not be liable for any loss arising from the transmission of Finvoice Messages being prevented or delayed due to a force-majeure circumstance or any unreasonable impairment of the Bank's operations resulting from a similar cause. A force-majeure circumstance encountered by the Bank or its Subcontractor shall entitle the Bank to stop the provision of the Service.

The Bank reserves the right to suspend the provision of the Service due to a breach of contract, fraud, a data security risk or a known technical fault.

The Customer must be prepared to resend a Finvoice Message in the event of a disruption or a fault. The Customer shall also ensure backup arrangements for managing invoicing and the forwarding of messages.

3.3.1 Use of links

The Customer may include links in a Finvoice Message in accordance with the Finvoice practical application guide. Such links may be ordinary web links or Links Created by the Service Provider. A Link Created by the Service Provider that leads to a Display Archive shall be deemed to constitute an Invoice-Specific Link. A Link Created by the Service Provider that leads to a Transaction Service shall be deemed to constitute a Customer Authentication Link.

Links may not contain confidential customer data, such as personal identity codes, account numbers or card numbers in a plain-text format. The Customer shall be responsible for all links, their usability, the content of their websites, and for ensuring that the Bank's, its customers' or Third Parties' data security is not compromised by the use of the links. Customer-specific data displayed via links must be protected in an appropriate manner.

The Bank or the Service Provider shall have the right to prevent the use of links if they pose a risk of reduced security or are contrary to law or good practice.

The Customer may use a Link Created by the Service Provider for showing documents related to a Finvoice Message to the Recipient in a Display Archive outside of the relevant Digital Service. Such links shall be deemed to constitute Invoice-Specific Links. The Customer may also use a Link Created by the Service Provider for directing an



authenticated Recipient from the Service Provider's Online Banking Service or Online Payment Service to the Customer's Transaction Service. Such links shall be deemed to constitute Customer Authentication Links. Directing an authenticated Recipient via a link to the Customer's Transaction Service shall not constitute strong electronic authentication within the meaning of the Finnish Act on Strong Electronic Identification and Electronic Signatures.

The Customer shall agree with the administrator of their Transaction Service on the maintenance of the Transaction Service. The Customer shall be responsible for the performance and security of their Transaction Service and for ensuring that information available in the Transaction Service is correct, and that transactions executed using the Transaction Service are valid and lawful.

The Customer shall ensure that a sufficient authentication level applies to each transaction executed using the Transaction Service. The Customer shall be responsible for notifying the Recipient of the authentication level applied to the Transaction Service.

Neither the Bank nor the Service Provider shall assume any responsibility for transactions executed using the Transaction Service or for any related loss or damage.

The Customer shall be responsible for ensuring that each Finvoice Message includes the information necessary for the creation of the Service Provider's link in accordance with the Finvoice practical application guide.

The Customer shall be responsible for ensuring that the Recipient is directed via the Link Created by the Service Provider to a Display Archive used by the Customer or the Customer's Transaction Service, and that the Recipient cannot move to an electronic service provided by a Third Party via the Display Archive or Transaction Service.

The Customer shall also be responsible for ensuring that the data security of the Bank, Service Provider, their customers, or any Third Party is not compromised by the use of the Display Archive or Transaction Service. Online banking link technology shall be used for all Links Created by the Service Provider, and all customer information displayed via such links must be appropriately protected.

The Customer shall provide the Bank with a report on the content or functionality of their Display Archive or Transaction Service if there is, for example, reason to suspect that a breach of the agreement or the law has been committed, or if it is necessary to obtain such a report for another similar reason.

Neither the Bank nor the Service Provider shall be liable for any loss resulting from Additional Information being inaccurate, out of date or in breach of the agreement or the law, or for another similar reason.

Should Additional Information be in violation of the terms and conditions of the applicable agreement or should the

Display Archive or Transaction Service pose a risk to transaction security or should the Bank or the Service Provider have a justified reason to assume so, the Bank or the Service Provider shall have the right to prevent the use of the relevant Link Created by the Service Provider with immediate effect and without any prior notice thereof. Both the Bank and the Service Provider shall also have the right to immediately prevent the use of a link if the Display Archive or Transaction Service is a service other than the Customer's own service. Neither the Bank nor the Service Provider shall be liable for any indirect or direct loss incurred where they prevent the use of a Link Created by the Service Provider for such a reason.

Information concerning a Recipient or a Third Party obtained via such a link may not be used for any purpose other than those provided for under these terms and conditions. A Link Created by the Service Provider may not be used to re-authenticate a Recipient or to create new IDs.

The Customer shall be responsible for the availability of any Display Archive or Transaction Service they use. The administrator of the Display Archive or Transaction Service shall not be considered a Subcontractor of the Bank.

The Customer shall be responsible for ensuring that any Additional Information they deliver to the Display Archive matches the information contained in the corresponding Finvoice Message. Additional Information shall never replace invoicing data reported via a Finvoice Message as prescribed by law (such as the Finnish Value Added Tax Act or the Finnish Accounting Act) but shall supplement such data.

The Customer shall be responsible for ensuring that the functionality between any Link Created by the Service Provider and their Display Archive or Transaction Service has been tested and verified prior to deployment.

The Customer shall ensure that Additional Information remains unaltered and visible to the Recipient for a period of 24 months. Any Additional Information pertaining to an individual Finvoice Message that is stored and displayed in a Display Archive or Transaction Service may not be altered after the Customer has delivered the same to the administrator of the Display Archive or Transaction Service or after the Finvoice Message has been sent to the Service Provider, except by separate agreement with the administrator of the Display Archive or Transaction Service and the Service Provider.

3.3.2 Transmission of Attachment Messages

The Customer may send Attachment Messages with Finvoice Messages. Attachment Messages may be sent using the Electronic Service Channels specified in the service description of the Corporate E-Invoicing Service. Between corporate customers, attachments may be included subject to certain restrictions. A list of the latest restrictions shall be kept available at op.fi.



Attachments included in Attachment Messages provide more detail on information transmitted by means of Finvoice Messages. The primary purpose is to send accounting documents or other information necessary for checking invoices that cannot be sent with the actual invoices forwarded using Finvoice Messages. Such information may include, for example, a consignment note or a work order.

The Customer may not send Attachment Messages to a Recipient without the Recipient's permission, or send Attachment Messages to a Recipient who has refused to accept them.

The Customer shall be responsible for ensuring that any Attachment Messages sent are in conformity with the latest version of the Finvoice practical application guide. Neither the Bank nor the Service Provider shall be under any obligation to process Attachment Messages that are not in conformity with the practical application guide.

Rejection of a Finvoice Message shall automatically also mean the rejection of any related Attachment Messages.

Attachment Messages may not be used to promote or otherwise advertise products or services, to send images of invoices, or to transmit other data contrary to these terms and conditions and the Finvoice practical application guide. Both the Bank and the Service Provider shall have the right to reject Attachment Messages that are not in conformity with the Finvoice practical application guide. Both the Bank and the Service Provider shall also have the right to reject an Attachment Message if it is believed to compromise the data security of the Bank or the Service Provider, their customers or a Third Party, or if it is contrary to law or good practice. The associated Finvoice Message shall be rejected by default in such cases.

The Bank shall not be responsible for the Recipient's ability to receive and process Attachment Messages.

3.3.3 Address Notification Service

The Address Notification Service enables the Customer to receive Recipient Addresses for Finvoice Messages from the Service Provider's customers (Recipients) with their permission. Such addresses may relate to either the Consumer E-Invoicing Service or the Direct Payment Service.

In order for the Customer to be able to use the Address Notification Service, they must have an agreement with the Bank for sending E-Invoices and the capability to send Finvoice Messages and process customer responses.

The Customer shall deliver, via the Bank, Payee Notifications to any Service Providers of the Recipient from whose customers the Customer wishes to receive Recipient Addresses. The Bank shall forward the Payee Notifications to the relevant Service Providers' notification service addresses. If the Customer wishes to receive Recipient Addresses from several Service Providers, they must

supply a separate Payee Notification for each Service Provider. Any changes to, and removal of, Payee Notifications must also be executed separately for each Service Provider.

The Bank shall forward the Payee Notifications to the Recipient's Service Providers and confirm the Customer's identity for the Recipient's Service Provider, by importing the Customer's name to each Payee Notification from the Bank's system.

The Customer shall use Payee Notifications to report whether they are using just the E-Invoicing Service or both the E-Invoicing Service and the Direct Payment Service.

Any Service Providers of the Recipient who provide a digital service to their customers shall make the information contained in the Payee Notifications available to their customers via the digital service. Customers of said Service Providers may use the digital service to send a Reception Notification to the Sender.

If the Customer has confirmed that they also accept Direct Payments, the Recipient's Service Provider shall use the Payee Notification as the basis for enabling the issuing of Direct Payment Orders concerning the Customer.

The Recipient's Service Provider shall forward Reception Notifications for the E-Invoicing Service and the Direct Payment Service to the Bank.

The Customer may send E-Invoice ReceiverProposals to consumer customers, which the customers can approve or reject online. Approved E-Invoice ReceiverProposals shall automatically activate the E-Invoicing Service.

The Customer must not change their customers' (Recipients') invoicing method unless they are able to definitively identify the correct customer from the Reception Notification.

The Customer shall be responsible for the accuracy of the information contained in Payee Notifications. The Bank shall make Payee Notifications available to their own recipient customers and to other Service Providers based on the Service Provider's notification service address given in the Customer's Payee Notification.

Either the Bank or the Service Provider shall make the Payee Notification available to the Recipients via a digital service channel or for the Bank or the Service Provider to use in processing Direct Payment Orders. The Service Provider shall keep the information given by the Customer available to the Recipient until the Customer changes or removes the information.

The Service Provider shall have the right to remove a Payee Notification if they have a legitimate reason to suspect that the Customer is acting contrary to the law, good practice or the terms and conditions of the agreement.



Where a Recipient discontinues the reception of E-Invoices or cancels a Direct Payment Order, the Service Provider shall send the Customer a message confirming the removal of the Reception Notification.

The Bank shall make all Reception Notifications supplied by Recipients and any changes and removals thereof available to the Customer. The Bank shall forward Reception Notifications to the Customer in the same format in which they were delivered to the Bank.

A Reception Notification shall be deemed to have been delivered to the Customer when the Bank has made the Reception Notification available to the Customer. The Bank shall keep Reception Notifications available to the Customer for a period applied to the Electronic Service Channel and in any case for at least 60 days.

The Customer shall process Reception Notifications and any changes and removals thereof immediately after the Bank has made them available to the Customer.

If an agreement ends, the Bank shall have the right to cancel all Payee Notifications issued on behalf of the Customer. The cancellation of a Payee Notification shall automatically also cancel any associated Direct Payment and E-Invoice Reception Notifications.

Where the Customer discontinues the use of the Direct Payment Service, it shall be the Customer's responsibility to notify any customers of theirs who have given them Direct Payment Orders.

The cancellation of a Payee Notification shall not affect any payment proposals or Payment Orders already issued, as based on Finvoice Messages received by the Service Provider.

The Customer shall communicate any changes to Payee Notifications by means of a change report.

Where a Payee cancels a Payee Notification, any Reception Notifications related to the Payee Notification shall also be automatically cancelled.

3.3.4 Cancellation Requests

The Customer may challenge the validity of an individual Electronic Copy of a Direct Payment or an E-Invoice by sending a Finvoice Message containing a Cancellation Request to the Bank. The Service Provider shall process Cancellation Requests as agreed with the Recipient.

The Customer shall be responsible for the legitimacy of any Cancellation Requests. The Customer may not demand payment from a Recipient if the Service Provider has cancelled the same based on a Cancellation Request. Notifying Recipients of the cancellation of invoices shall be the Customer's responsibility.

The Customer must send any Cancellation Requests to the Recipient's Service Provider via the Bank well in advance, in order for the Service Provider to have enough time to process the same before the due date. Both the Bank and

the Service Provider shall have the right to reject any Cancellation Request sent too late as per the Finvoice practical application guide.

If the Service Provider is unable to cancel an invoice according to a Cancellation Request, the Customer must contact the Recipient to make arrangements for refunding the payment based on the Electronic Copy of the Direct Payment or E-Invoice in question.

3.4 E-Invoicing at op.fi

E-Invoicing at op.fi is a service designed for creating, sending and storing electronic invoices (E-Invoices). The Customer may also use the service, for example, to store information about their own customers and products.

Using the Service requires a valid OP eServices Agreement or a Corporate Agreement for Digital Transactions.

The Service can be used to create electronic invoices based on the Finvoice practical application guide and to send them in accordance with the Finvoice service description and terms and conditions.

E-Invoicing at op.fi shall include an option of using OP cooperative banks' Printing Service. Invoices sent via the Printing Service shall be subject to a charge based on the latest list of service charges and fees or a separately agreed service fee.

The Bank reserves the right to publish the Customer's E-Invoice Sender Address in the e-invoice address registry of TIEKE, the Finnish Information Society Development Centre.

The Customer's rights and responsibilities

The Customer shall notify the Bank of any changes in their name, personal identity code or business ID, postal address and home town. The Customer shall provide the Bank with an up-to-date extract from the Trade Register if the information held in the Trade Register changes.

The Customer shall be responsible for all information they enter into the Service as well as for all edits and deletions.

The Customer shall be liable for any expenses resulting from having to investigate and correct errors introduced by the Customer.

Limitations of the Bank's liability

The Bank shall not be liable for any costs incurred by the Customer as a result of the Customer's submitting an inaccurate order or submitting the same order more than once.

The Bank shall store information entered by the Customer into the service for a time specified by the Customer online or until the Customer deletes the information. The Bank shall have the right to charge the Customer for information storage in accordance with the latest list of charges and fees, or as separately agreed.



The Bank shall not be liable for any loss incurred by the Customer as a result of the Customer's deleting or editing their own entries.

The Bank shall keep a log of the use of the Service. Unless the Customer is able to prove otherwise, the log files shall be deemed to constitute reliable evidence of what the Customer has done in the Service.

3.5 Personal data processing in the context of E-Invoices

- a. Where OP transmits E-Invoices and information contained in E-Invoices on behalf of a Payee, OP shall act as a processor instructed by and on the account of the Customer in accordance with personal data laws. The Customer, as the controller, shall be responsible for ensuring that they have the right to process all the data in question, supply the same to OP for processing and authorise OP to process the same pursuant to what is agreed herein. OP shall act as a processor of personal data on behalf and on the account of the Customer pursuant to personal data laws. In this context, the General Data Protection Regulation refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- b. All processing of personal data supplied by the Customer to OP in the context of the Services must comply with the latest personal data laws of Finland (hereinafter "personal data laws").
- c. Personal data may only be processed for the purpose of e-invoicing, and the data subjects shall be the Customer's end customers. The data that may be processed in the context of e-invoicing include data subjects' names as well as other information required for transmitting invoices or under the Finvoice standard and information included by the Sender of each E-Invoice in their Finvoice Message. OP shall delete any personal data processed in the context of the Services according to its normal practice after the end of the relevant agreement, unless there is a requirement to store the personal data in question under European Union or national laws.
- d. The agreement shall lay down the terms and conditions on which personal data supplied by the Customer are to be processed and, due to the nature of the Services, OP cannot accept any other instructions on the processing of personal data from the Customer, unless otherwise expressly agreed in writing. The above shall also apply to any instructions concerning the transmission of personal data to third countries. OP shall alert the Customer to any instructions set out in an agreement or any appendices to the same concerning the processing of personal data that OP deems to be in breach of personal data laws.
- e. OP shall be responsible for ensuring that its staff sign any appropriate non-disclosure agreements concerning the processing of personal data in the context of the Services and that OP takes any technical and organisational measures necessary to ensure the safe processing of any personal data supplied by the Customer.
- f. OP may, upon the Customer's request and in so far as is possible, taking into account the nature of processing, assist the Customer by appropriate technical and organisational measures for the fulfilment of the Customer's obligation, as the controller, to respond to data subjects' requests to exercise their rights under personal data laws. OP reserves the right to charge the Customer for any such measures separately.
- g. OP may, upon the Customer's request, assist the Customer in ensuring compliance with their obligations as the controller under Articles 32–36 of the General Data Protection Regulation, where this can be deemed reasonable, taking into account the nature of processing and the information available to OP at any given time. OP reserves the right to charge the Customer for any such measures separately.
- h. OP shall promptly notify the Customer of any personal data breach that comes to its attention.
- i. The Customer shall consent to OP's using Third Parties, such as other processors, in the provision of the Services. OP reserves the right, at its discretion, to also transmit the Customer's data to countries outside of the EU/EEA. OP's right to disclose data concerning such Third Parties shall be subject to its confidentiality obligations. OP shall only use processors who have appropriate technical and organisational measures in place to protect personal data and shall impose the same contractual data protection obligations as those laid down here on any such other processors. OP shall be responsible for ensuring that any processors it uses meet their obligations towards the Customer.
- j. OP undertakes, upon the Customer's request, to make available to the Customer all information necessary to demonstrate their compliance with the obligations laid down in Article 28 of the General Data Protection Regulation and may allow for audits conducted by the Customer in order to verify the lawfulness of the processing of personal data. All such audits shall be conducted at a time and in a manner acceptable to OP, and the Customer shall be liable for all costs associated with such audits, including any costs incurred by OP that OP has the right to charge to the Customer. As a rule, such audits shall involve OP making all documentation associated with the Services available for the Customer or an auditor mandated by the Customer to inspect.



4 OP online payment button

4.1 Service description and service requirements

Activating the OP online payment button requires a payment transfer account with the Bank. User IDs may be requested from the Bank online at op.fi.

The agreement takes effect and the Customer agrees to observe these terms and conditions from the time the Customer receives their User ID.

OP cooperative banks' Online Payment Transfer Service enables the Customer (hereinafter "Payee") to invoice buyers for their products and collect payments via the internet using the online payment button. The Payee can use the Service to send, via their website, invoices or to refund online payments or parts thereof.

In order to pay bills using OP cooperative banks' online payment button, payers must have a valid OP eServices Agreement. The online payment button makes it possible to pay bills by credit transfer without having to type in any invoice details. The Bank never discloses the details of the account from which a payment is made or to which a refund will be credited to the Payee. It is the Payee's responsibility to ask payers for the address to which a product or service should be delivered via their web shop.

4.2 Real-time billing

The payer completes their payment during a single session and the Payee receives both the payment and confirmation of the payment in real time. All payments also appear on the Payee's bank statement or list of transactions.

The real-time confirmation sent to the Payee is protected with the online service identifiers given by the Bank to the payer, allowing the Payee to verify that the information has been sent by the Bank.

4.3 Due date function

The Payee may elect to activate a due date function enabling them to set a future due date for an invoice. Payers are not able to change the due date. The Bank shall not be responsible for Payment Orders being executed on the due date. The execution of Payment Orders may be prevented due to a reason attributable to the payer, such as insufficient funds on the payer's bank account on the due date.

The Bank shall not notify Payees of failed credit transfers.

4.4 Loss of User IDs

Payees shall exercise special care in the safekeeping of any User IDs given to them by the Bank and notify the Bank if the same are lost or fall into the hands of an unauthorised party. Payees shall report lost or stolen User IDs as well as any suspected abuse of User IDs via the Deactivation Service. The Customer shall not be responsible for any orders sent after such a report has been filed.

4.5 Payees' responsibilities and obligations

Payees shall observe these terms and conditions and any instructions given on the use of the Services on the Bank's website at op.fi. Payees shall be liable for any expenses and losses caused by their failure to comply with such instructions.

The Online Payment Transfer Service is intended for, and the User IDs provided to, Payees to enable them to collect payments owed to them. Payees shall not have the right to act as a Payment Service Provider without a specific Payment Transfer Service Agreement concluded with the Bank.

4.6 The Bank's responsibilities and obligations

The Bank shall credit a Payee's payment transfer account with amounts paid online and shall send the Payee confirmation of each payment in real time immediately after the payment has been made.

4.7 Limitations of the Bank's liability

The Bank shall not be responsible for any payments failing due to a reason attributable to the payer. The Bank shall not be responsible for its payment confirmations not being delivered to the Payee in real time.

5 Sweeping

5.1 Service description

Sweeping (automatic balance transfer) facilitates a company's liquidity management, investment of assets and transfers of internal funds. The Bank uses sweeping to make periodic balance enquiries and euro-denominated credit transfers between accounts that the Customer has with OP Financial Group or to a Fund Management Company's account on behalf of the Customer, when the balance satisfies the conditions set out in the order under the Customer's agreement.

5.2 The Bank's responsibilities and obligations

Unless otherwise agreed, the Bank's responsibility for processing an order shall begin no sooner than upon the signing of the associated agreement. The Bank shall allow a reasonable period of time for the execution of any credit transfers ordered.

6 Prior information on incoming cross-border payments

The Bank shall, as per the relevant service agreement, make available to the Customer prior information received from foreign banks and clearing channels concerning any cross-border payments due to the Customer. Such prior information on the execution date and the amount may differ from those of the final Payment Transaction. It may also be possible that the Payment Transaction referred to in the prior information cannot be executed at all.



7 Web Services channel

The Web Services channel (hereinafter "WS channel") is an electronic data transmission channel for sending and receiving banking and insurance data, messages and orders, made available by OP Financial Group to its corporate and institutional customers.

The Transaction Services that may be accessed via the WS channel shall be agreed separately.

The customer test environment of the WS channel is intended for testing the Customer's bank connection and services, such as C2B credit transfers, E-Invoices and bank statements. The Customer shall have an opportunity to test new data formats and software versions before deployment.

Any Senders of data to the customer test environment via the Bank must have a Web Services agreement. In order to use the customer test environment, the Customer must have agreements with the Bank concerning the Services that the Customer intends to test, such as a C2B payment agreement and an agreement for sending E-Invoices. Not all the functions available in the live versions of the Services are included in the customer test environment. The checks that can be performed in the customer test environment do not necessarily match those available in the WS channel and Services accessible via the WS channel.

Instructions for using the WS channel are available on the Bank's website at op.fi.

7.1 Responsibility for the connection software used by the Customer

The Bank shall not be responsible for the security of the connection software used by the Customer and its compatibility with the WS channel.

7.2 Availability of the WS channel

The WS channel shall be available to the Customer during the service hours indicated by the Bank. Alternative ways for accessing Transaction Services may be provided to the Customer outside of the service hours and when the Service is down for maintenance, in addition to which the Customer may visit OP Financial Group's branches during their business hours.

The Bank reserves the right, at the Customer's request or in cases referred to in clause 8 of the common section of these general terms and conditions, to

- deactivate an individual Username to prevent access to the WS channel using the deactivated Username; or
- block all access to the WS channel using the Usernames associated with the agreement in question; or
- suspend the use of the WS channel or restrict access to it.

7.3 Information and orders given by the Customer

The Customer shall be responsible for providing the Bank with true and correct information within the WS channel and for correcting any mistakes, and the Bank shall not be responsible for checking, supplementing or otherwise editing such information. The Bank reserves the right not to execute a Customer's transaction or order if said transaction or order cannot be executed due to a mistake or an omission in the information provided.

7.4 Use and disclosure of information

The Bank shall employ electronic handling and filing of information related to content, messages and orders sent and received by the Customer in the WS channel, as well as the Customer's other transactions in the WS channel.

The Bank shall have the right to disclose information concerning the Customer in accordance with the latest applicable laws.

The Bank shall have the right to also share with Subcontractors certain information pertaining to the Customer, including, for example, records of the Customer's transactions and orders within said party's information systems, but only to the extent that is, in the Bank's opinion, necessary for making the WS channel available to the Customer. Furthermore, such disclosures shall only be made to Subcontractors that are bound by the same level of confidentiality as the Bank.

8 Cash Management Service

8.1 Description

The Cash Management Service operates through an encrypted network connection over the internet. The Service enables the Customer to send orders to the Bank and keep track of the Bank's responses.

The Services to which such orders relate must, where necessary, be agreed separately with the Bank..

8.2. Content of the Cash Management Service

The Bank shall notify the Customer via the Cash Management Service of the Services of the relevant OP cooperative bank that can be accessed via the Service at any given time.

The Customer may use the Cash Management Service to access payment accounts that they have with OP cooperative banks and other Services that they have chosen to include in the Cash Management Service. By using the Services, the Customer agrees to the latest special terms and conditions applicable to each Service.

The Bank reserves the right to make changes to the range of Services provided via the Cash Management Service and to the functioning and content of the Services.

8.3 Keys for the Cash Management Service

The Bank shall provide the Customer with an administrative User ID for the Cash Management Service, which shall consist of a username, a password and a list of single-use key codes.

The Customer may use their administrative key to create secondary keys in the Cash Management Service or to link external secondary keys to their profile in the Cash Management Service. The Customer shall be responsible for the use of both the administrative key and any secondary keys created or linked to the Service by them.

The Cash Management Service may only be accessed with the Customer's keys. The Bank may only send information to the Cash Management Service.

In order to use the Cash Management Service, the Customer must sign into the Cash Management Service using their administrator key or secondary key. The use of the administrator key or a secondary key in the Cash Management Service shall be equivalent to a signature of the Customer's representative. All payments, orders, applications and agreements made by the Customer and other expressions of the Customer's intent in the Cash Management Service shall be binding on the Customer.

8.4 Loss of User IDs

Should the Customer lose their User ID or suspect that their User ID is being used fraudulently, they must deactivate either the User ID in question or their entire profile in the Cash Management Service. If the Customer has lost all the keys that are needed to deactivate the Service, they must immediately ask the Bank, either by telephone or by visiting a branch in person during the Bank's business hours, to deactivate their User ID. Outside of the business hours of OP Financial Group's branches, reports of lost User IDs may be filed using the Deactivation Service available at op.fi.